

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI418902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Interest (Notes)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACHIEVE3000, INC.	08/06/2024
ACTIVELY LEARN INC.	08/06/2024
MCGRAW HILL LLC	08/06/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent
<b>Street Address:</b>	311 South Wacker Drive, Floor 62
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 24</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7056124
Patent Number:	7149468
Patent Number:	7316347
Patent Number:	7354272
Patent Number:	7573616
Patent Number:	7606421
Patent Number:	7865131
Patent Number:	7980855
Patent Number:	8086166
Patent Number:	8128414
Patent Number:	8276077
Patent Number:	8526766
Patent Number:	9019570
Patent Number:	9792828
Patent Number:	10713965
Patent Number:	10776160
Patent Number:	10943498
Patent Number:	11588874

PATENT

Property Type	Number
Patent Number:	8714986
Patent Number:	8397163
Patent Number:	9652993
Application Number:	16537493
Application Number:	18227204
Application Number:	18536844

  

**CORRESPONDENCE DATA**

**Fax Number:**  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 8007130755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** Michael Violet  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Michael Violet
<b>SIGNATURE:</b>	Michael Violet
<b>DATE SIGNED:</b>	08/09/2024

**Total Attachments: 7**  
source=McGraw Hill - Notes - Patent Cover Sheet and Agreement#page1.tiff  
source=McGraw Hill - Notes - Patent Cover Sheet and Agreement#page2.tiff  
source=McGraw Hill - Notes - Patent Cover Sheet and Agreement#page3.tiff  
source=McGraw Hill - Notes - Patent Cover Sheet and Agreement#page4.tiff  
source=McGraw Hill - Notes - Patent Cover Sheet and Agreement#page5.tiff  
source=McGraw Hill - Notes - Patent Cover Sheet and Agreement#page6.tiff  
source=McGraw Hill - Notes - Patent Cover Sheet and Agreement#page7.tiff

**NOTES PATENT SECURITY AGREEMENT**

NOTES PATENT SECURITY AGREEMENT, dated as of August 6, 2024, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to that certain Notes Security Agreement, dated as of August 6, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Patent Security Agreement (this “Patent Security Agreement”); and

WHEREAS, McGraw-Hill Education, Inc., a Delaware corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as trustee, are party to that certain indenture, dated as of August 6, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued \$650,000,000 aggregate principal amount of 7.375% Senior Secured Notes due 2031;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and continuing security interest in and to all of the right, title and interest of such Grantor in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement) (collectively, “Patent Collateral”):

(a) Patents of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Collateral); and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Notes Collateral Agent, at the sole cost and expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. The provisions relating to electronic signatures in Section 13.11 of the Indenture shall be incorporated herein *mutatis mutandis*.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Patent Security Agreement, the terms of such Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Patent Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Patent Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MCGRAW HILL LLC,  
ACHIEVE3000, INC., and  
ACTIVELY LEARN INC.  
Each as a Grantor



By: \_\_\_\_\_  
Name: Brian Richter  
Title: Senior Vice President and Treasurer

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 068522 FRAME: 0035**

Accepted and Agreed to:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Notes Collateral Agent

By: Ann Dolezal

Name: Ann M. Dolezal  
Title: Vice President

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 068522 FRAME: 0036**

**SCHEDULE I**  
**to**  
**NOTES PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner of Record</b>
Method and system for creating, administering and automating scoring of dimensional modeling constructed response items	7,056,124	06-JUN-2006	MCGRW HILL LLC
Methods for improving certainty of test-taker performance determinations for assessments with open-ended items	7,149,468	12-DEC-2006	MCGRW HILL LLC
Linking articles to content via RFID	7,316,347	08-JAN-2008	MCGRW HILL LLC
Manipulative tile as learning tool	7,354,272	08-APR-2008	MCGRW HILL LLC
Enhanced data capture from imaged documents	7,573,616	11-AUG-2009	MCGRW HILL LLC
Data extraction from temporal image data	7,606,421	20-OCT-2009	MCGRW HILL LLC
Methods for improving certainty of test-taker performance determinations for assessments with open-ended items	7,865,131	04-JAN-2011	MCGRW HILL LLC
Student reporting systems and methods	7,980,855	19-JUL-2011	MCGRW HILL LLC
Method and system for creating, administering and automating scoring of dimensional modeling constructed response items	8,086,166	27-DEC-2011	MCGRW HILL LLC
System and method for the development of instructional and testing materials	8,128,414	06-MAR-2012	MCGRW HILL LLC
Method and apparatus for automatic annotation of recorded presentations	8,276,077	25-SEP-2012	MCGRW HILL LLC
Use of composite bitmapped images in conjunction with display of captured data	8,526,766	03-SEP-2013	MCGRW HILL LLC
Systems and methods for computationally distinguishing handwritten pencil marks from preprinted marks in a scanned document	9,019,570	28-APR-2015	MCGRW HILL LLC
Use of a resource allocation engine in processing student responses to assessment items	9,792,828	17-OCT-2017	MCGRW HILL LLC
Negative learning behavior alert system	10,713,965	14-JUL-2020	MCGRW HILL LLC
Multi-service transaction management system	10,776,160	15-SEP-2020	MCGRW HILL LLC
System and method for performing automated short constructed response evaluation	10,943,498	09-Mar-2021	MCGRW HILL LLC
Web-Based Content Recording and Adaptive Streaming	11,588,874	21-FEB-2023	MCGRW HILL LLC
System and Method for Providing Differentiated Content Based on Skill Level	8,714,986	6-May-2014	ACHIEVE3000, INC.
Device, Method, and System for Providing an Electronic Reading Environment	8,397,163	12-MAR-2013	ACTIVELY LEARN INC.

Method and Apparatus for Providing Differentiated Content Based on Skill Level	9,652,993	16-MAY-2017	ACHIEVE3000, INC.
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**Patent Applications:**

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
Short Answer Grade Prediction	16/537,493	9-AUG-2019	ACTIVELY LEARN INC.
Proficiency Profile Management and Recommendation System	18/227,204	27-JUL-2023	MCGRAW HILL LLC
Neural Network-Based Assessment Engine for the Determination of a Knowledge State	18/536,844	12-DEC-2023	MCGRAW HILL LLC